



**Electronics Corporation of India Limited**  
**Corporate Purchase, ICD Building,**  
**E.C.I.L. (P.O), HYDERABAD-500 062. INDIA**  
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PUBLIC TENDER NO.ECIL/CP/HEV/PT-119/14-15      DUE DATE: 07-05-2014  
DATE: 16-04-2014      TIME: 14.00 hours

**Tender**  
**For**  
**SUPPLY OF EXPLOSIVE TRUCKS AND VANS**  
**ON RATE CONTRACT BASIS**

TENDERER CAN DOWNLOAD THE TENDER DOCUMENT FROM ECIL Website : [www.ecil.co.in/tenders](http://www.ecil.co.in/tenders) or [www.tenders.gov.in](http://www.tenders.gov.in) AND WHILE SUBMITTING THE BID THE BIDDER HAS TO ATTACH A DEMAND DRAFT FOR RS.1,000/- IN FAVOUR OF "ECIL", HYDERABAD TOWARDS COST OF TENDER DOCUMENT

**"ECIL IS COMMITTED TO A CORRUPTION FREE WORK ENVIRONMENT."** All the purchase and contract commitments of ECIL will be honoured without the citizen having to pay any bribe. In case any person demands any bribe, as responsible citizen inform the matter to the Chief Vigilance Officer, (E-mail:cvo@ecil.co.in), ECIL, Hyderabad. Telephone No.27121349

ELECTRONICS CORPORATION OF INDIA LIMITED  
CORPORATE PURCHASE

TENDER NOTICE NO.ECIL:CP:HEV:PT-119/14-15    DUE DATE:07.05.2014  
DATE: 16.04.2014    TIME: 14.00 Hours

TENDER FOR SUPPLY OF EXPLOSIVE TRUCKS AND VANS  
ON RATE CONTRACT BASIS

**SCOPE**

Sealed tenders superscribed with Tender number and due date are invited from the registered, reputed and experienced fleet owners with Explosive Vans/Explosive Trucks (Vans/Trucks should be marked as EXPLOSIVES VAN/TRUCK), 2007 Model onwards for transportation of explosive materials as per the details given in Price Bid format Annexure - A.

**The value of the Tender is Rs.80.00 Lakhs (approx.) for two years and extendable upto one more year.**

**1. GENERAL TERMS**

- 1.1 Bidders should submit their Bids in Two Parts namely, Part 1. Techno-commercial Bid 2. Price Bid.
- 1.2 Techno-Commercial & Price Bids should be submitted simultaneously in two separate covers, sealed and superscribed as "TECHNO-COMMERCIAL BID" and "PRICE BID" on respective covers with Tender Notice No., Date & Due Date.
- 1.3 Two sealed covers (Techno-commercial Bid & Price Bid) are to be kept in a separate cover and sealed again, superscribing with Tender Notice No., Date & Due Date. Bids not superscribed as above will be summarily rejected.
- 1.4 Techno-commercial Bid shall contain all the technical details, compliance of all the parameters asked in the tender document including all commercial terms & conditions except price. Price Bid shall contain only price for the various points as per Annexure-A.
- 1.5 Bids should reach DGM, Corporate Purchase, ICD Building, ECIL, ECIL Post Office, Hyderabad - 500062, on or before the due date and time specified. ECIL will not be responsible for late delivery due to wrong or improper address. Bids will not be considered if received late due to postal/courier delays etc.
- 1.6 Email/Fax bids will be summarily rejected.
- 1.7 Bids received after the due date and time will be summarily rejected.
- 1.8 Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date which will be informed through ECIL website only.

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- 1.9 Bids not submitted as Two-part will be rejected summarily. Techno-commercial Bids with price indications will be summarily rejected.
- 1.10 **Pre bid meeting will be held at ICD Conference Hall, ECIL on 22.04.2014 at 14.00 hours.**
- 1.11 During technical evaluation, Bidder shall visit ECIL, Hyderabad, if requested, for techno-commercial discussions, **with a notice period of 2 days.**
- 1.12 Bidder should provide details of contact person with Mobile/ Fax/Landline Telephone Number and Email ID.
- 1.13 Bidder should confirm in the Techno-commercial Bid that:
  - (i) All terms and conditions specified herein are understood and accepted unconditionally.
  - (ii) Prices have been quoted against each line entry of the tender. Deviations, if any, found subsequently at any time during tender will render the bid liable for rejection.
- 1.14 ECIL reserves the right to accept the bids in full or in part or cancel the tender in its entirety at its sole discretion.
- 1.15 Bidder should sign and affix the seal on all pages of Tender Document which is to be submitted along with the Techno-commercial bid.
- 1.16 Clarifications on this tender notice, if any, can be obtained from:
  - (i) Shri N. Nageswara Rao, Dy. General Manager (CP)
  - (ii) Shri P. Venkateswarlu, Purchase Manager (CP)Telephone No: (0) 040-27121320, 040-27182208, 2251  
Email Id: [corppur@ecil.co.in](mailto:corppur@ecil.co.in)
- 1.17 The Techno-Commercial Bid submitted by the bidder should be accompanied by the duly filled and signed evaluation criteria form as per Annexure – H to assess the eligibility. The Techno-Commercial Bid of bidders who do not fulfill the eligibility criteria will not be processed further.
- 1.18 Cost of Tender Document: Tender documents can be downloaded from ECIL website [www.ecil.co.in/tenders](http://www.ecil.co.in/tenders) or [www.tenders.gov.in](http://www.tenders.gov.in). **Demand Draft for Rs.1,000/-** (non-refundable) towards the cost of tender documents, drawn in favour of 'Electronics Corporation of India Limited, Hyderabad' and payable at Hyderabad, on any Nationalized Bank, should accompany the Techno-commercial bid format, failing which the bid will be rejected summarily.

- 1.19 Bids should be addressed to and deposited at tender box located at the office of DGM (Corporate Purchase), ICD Building, Electronics Corporation of India Limited, ECIL P.O, HYDERABAD - 500 062, Telephone No. 040-27121320 (or) 040-27182208 before the due date and time specified in the tender schedule hereunder.

<b>Tender Schedule</b>	
<b>Date, Time &amp; venue of Pre Bid meeting on:</b>	<b>22.04.2014 at 14:00 hrs at ICD Conference Hall, Corporate Purchase, ICD Building, Electronics Corporation of India Limited, Hyderabad - 500 062</b>
<b>For any clarification, please Contact:</b>	<b>Shri. N. Nageswara Rao, DGM (CP) Shri. P. Venkateswarlu, PM (CP) Telephone No. 040-27121320, 27182208, 27182251 Email id: <a href="mailto:corppur@ecil.co.in">corppur@ecil.co.in</a>,</b>
<b>Last date for receipt of request for clarifications from vendors</b>	<b>24-04-2014</b>
<b>Publication of corrigendum (if required)</b>	<b>26-04-2014</b>
<b>Last Date &amp; Time for submission of bids to DGM(CP), Corporate Purchase, ICD Building, ECIL, ECIL P.O., HYDERABAD-500 062.</b>	<b>On or before 14.00 hrs on 07.05.2014</b>
<b>Date, Time &amp; venue of Opening the Techno-commercial Bid.</b>	<b>At 14.30 hrs on 07.05.2014, at ICD Conference Hall, ICD Building, ECIL, HYDERABAD</b>
<b>Tender will be opened in the presence of Tenderers</b>	<b>Participants in the Tender Opening should have authorization letter from the Tenderer</b>
<b>Date, Time &amp; Venue of opening of price bids of the bidders who qualified in Techno-commercial bid.</b>	<b>Corporate Purchase, ICD Building, Electronics Corporation of India Limited, Hyderabad (The date, time &amp; venue of price bids opening will be intimated later through email/ FAX/ written communication to the Technically qualified bidders</b>

### **TECHNO COMMERCIAL BID:**

- 2. ELIGIBILITY CRITERIA:** The bidders' eligibility to make an offer will be based on following criteria which should be supported with documentary proof:-
  - 2.1 The bidder should have a registered office. The Local office should have infrastructure facilities in the State for which he intends to make his offer.
- 3.** Techno-commercial bids should be furnished strictly as per format in Annexure - B.
- 4.** Successful bidder shall enter into an agreement with ECIL.

5. Bidder(s) shall submit a valid Registration and trade license covering EXPLOSIVE TRUCKS AND VANS from the competent Authorities along with the bid. National permit for transporting explosive items from one State to another State shall be available with vehicle while transporting the goods.
- 5.1 Driving Licence: Drivers shall have the eligibility to drive the explosive vans/trucks and have the necessary approvals from competent authority.
6. **VALIDITY OF BID**: Bids shall be valid for a minimum period of **90 days** from the date of opening of bid.

**7 EARNEST MONEY DEPOSIT (EMD):**

- 7.1 Techno commercial bid shall be accompanied by an **interest-free EMD amount of Rs.50,000/- in a separate cover or as mentioned below table** through crossed Demand Draft, drawn on any Nationalized Bank in favour of 'Electronics Corporation of India Limited' and payable at Hyderabad (or) through Bank Guarantee, on non-judicial stamp paper of a Nationalized Bank, as per format in ANNEXURE - C, valid for 90 days from the date of tender closing date.

<u>1 or 3 Ton Capacity Trucks</u> Sl.No.1(in Price Bid) For Internal Movement within ECIL For Sl.No.2(in Price Bid) For External Transportation	Rs.7,000/- Rs.12,000/-
<u>10/15 Ton Capacity Trucks</u> Sl.No.2 (in Price Bid) For External Transportation to CAD from NAD of Mumbai	Rs.13,000/-
Sl.No.2 (in Price Bid) For External Transportation for other Areas	Rs.18,000/-
For above all Trucks	Rs.50,000/-

- 7.2 EMD will be refunded to the un-successful Bidder within 30 days from the date of finalization of contract against this tender.
- 7.3 EMD will be refunded, to successful Bidder within 30 days of receipt of Performance Bank Guarantee-cum-Security Deposit and after signing of Agreement.
- 7.4 If EMD is furnished through Demand Draft (DD), the Bidder shall furnish name of the Bank, Branch, Type of Account and Account No. in Techno Commercial bid for refund of EMD.

- 7.5 Upon award of contract, if the contractor fails to furnish Performance Bank Guarantee-cum-Security Deposit as per Contract terms within the stipulated period, EMD will be forfeited and contract will be liable for termination, and Risk Purchase Clause will be invoked without further notice.
- 7.6 If any Bidder fails to provide clarification sought by ECIL within 7 days or revokes/withdraws/modifies the Bid during its validity, the EMD will be forfeited.
- 7.7 Bids not accompanied by EMD will be summarily rejected.
- 7.8 Bids submitted with counter conditions will be liable for rejection.
- 7.9 EMD DD should be enclosed with the Techno-commercial bid only. If EMD DD is enclosed with price bid (instead of techno-commercial bid) the bid will be disqualified.
- 8. PRICES:** Bidders should submit the bid indicating clearly Basic price against each line entry of the price bid format. Prices and Taxes shall be indicated separately against each line entry as per price bid format Annexure - A.
- 8.1 Price bid should not contain any term or condition or clause except the prices.
- 8.2 Prices should be indicated both in figures and words. If there is any discrepancy between the values in figures and words, the value indicated in words will be considered.
- 8.3 No revision of rates will be entertained during the contract period. However, in case of increase/decrease in diesel prices (per Ltr) whenever it crosses Rs.1/- per litre cumulatively, it will be increased/decreased and will be calculated on quarterly basis from base value (last revision value) as per the mileage consumption of each type of vehicle. Revised rate will be applicable from 1<sup>st</sup> day of next quarter.
- 8.4 The bidder should have registration for service tax. The claims should clearly indicate the following:-
1. Name and address of Service provider.
  2. Name and address of the Service Receiver (ECIL).
  3. Service Tax Registration No. of the Service Provider.
  4. Description of service ["ORDERS FOR SUPPLY OF EXPLOSIVE TRUCKS AND VANS ON RATE CONTRACT BASIS"]-- -- GTA.
- 8.5 Statutory deductions, including TDS as per IT Act, will be made from the bills payable to the contractor.

9. **AGREEMENT:** The Successful Bidder shall have to enter into an Agreement within a fortnight from the date of awarding the contract on Non-judicial stamp paper denomination of Rs.100/-. In case successful bidder does not enter into agreement within fortnight, the EMD will be liable for forfeiture.
10. **INSPECTION & ASSESSMENT:** ECIL reserves the right to inspect bidder's premises for assessment of suitability of infrastructure, credentials in respect of nature and quantum of business claimed etc. The assessment made and consequent decision of ECIL on bidder's suitability for the tender scope shall be final and binding on the bidder. Price Bid will be opened only of those vendors who are qualified in technical evaluation.
11. **RESPONSIBILITIES:**
- 11.1 An executive from the agency is required to be nominated for co-ordination with ECIL activities.
- 11.2 Once the consignments are collected from ECIL, the contractor shall ensure that the contents are not tampered with in any manner. The contractor shall indemnify any loss / damages suffered by ECIL due to delay, non-performance or damage to any consignment during his custody, until its damage free delivery to the consignee.
- 11.3 Explosive vans required to be Time Table positioned with 24/36 Hrs Advance notice for External transportation of explosive goods.
- 11.4 The Explosive vans should be in good working condition.
- 11.5 Driver should have valid driving license to drive the Explosive Vans.
- 11.6 For all external transportation an employee of ECIL will accompany as escort of the Cargo.
- 11.7 Transporter should not load other than ECIL explosive material.
- 11.8 ECIL reserves the right to engage similar explosive vans simultaneously, in exigencies of work.
- 11.9 The vehicle must pass through the route specified by ECIL only & the distance will be certified by the escort.
- 11.10 All the safety precautions needed for carrying the explosives shall be strictly followed.
- 11.11 Vehicle Insurance is to be arranged by the contractor at his cost. However, the goods insurance will be arranged by ECIL.

11.12 If the vehicle arranged other than required sizes due to non-availability of such vehicle, the payment will be made to the booked or supplied vehicle whichever is lower.

11.13 Preference will be given to registered firms and societies having at least 2 Explosive Vans/Trucks registered in the Agency's/Proprietor's name.

**12. PBG/SECURITY DEPOSIT:** The successful tenderers should furnish performance bank guarantee-cum-security deposit @ 2% of contract value as per Annexure-D within 10 days of award of contract, failing which EMD will be forfeited and acceptance of the offer shall be cancelled. The EMD can be converted as part of Security Deposit. The Security Deposit is liable to be forfeited on violation of any of the terms and conditions of the contract by the contractor or apportioned towards any loss that may be sustained by ECIL, which can be attributed to the contractor's negligence or adjusted towards any penalty levied. The security deposit or balance thereof will be returned on completion of contract without any interest subject to production of No-dues certificate from user Department.

**13.** In the event of breach of any of the terms and conditions of the contract, the Director (P), ECIL, shall have, without prejudice to other rights and remedies, the right to terminate the contract forthwith and or to forfeit the entire amount or part of the amount of Security Deposit, towards any sum due for damages, losses, charges, expenses, or costs that may be suffered or incurred by ECIL due to the contractor's fault. The decision of Director (P), ECIL in respect of such damages, losses, expenses, or costs shall be final and binding.

**14. DURATION:** The contract will be for a period of two years from the date of award of contract and may be extendable upto one more year with same rates, terms and conditions on mutual consent. ECIL reserves the right to award the contract for less period also, if circumstances warrant, without assigning any reasons.

**15.** The rates applicable will be from ECIL - Hyderabad to anywhere within India or anywhere within India to ECIL, Hyderabad.

**16. PAYMENT:** Payments will be arranged by 30th day from the date of submission of bills duly complying with all prescribed conditions. The contractor should enclose proof of delivery along with bills. The name of the Bank, Branch, Account Type & Account No. shall be made available for making the payment.

**17. OCTROI:** ECIL shall provide Octroi duty exemption certificate wherever applicable. If any octroi duty is payable the same will be paid by the contractor in first instance and the same will be reimbursed by ECIL after obtaining approval from divisions and on production of original receipts, along with 2% as service charges. However, as and when the Octroi amount is arranged by the corporation, no service charges are payable to the contractor.



- 18. DOCUMENTATION:** All the relevant documents shall be furnished by ECIL to contractor along with the consignments at the time of booking as per the statutory requirement. The contractor shall also ensure that all the relevant documents furnished by ECIL are relevant and adequate before dispatching any consignment. It shall be the contractor's responsibility to take from ECIL, all the required documents and ensure that there is no stoppage of goods in transit and imposition of any taxes/penalties by check-post authorities or any other agencies enroute, for want of such documents.
- 19. RISK PURCHASE:** In the event of contractor's failure to provide vehicles as per contract terms and conditions, ECIL reserves the right to cancel the contract, without further notice, and use alternate sources, in which event, the contractor will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for alternative arrangement.
- 19.1 All such costs will be recovered from bills / payable (or) by invocation of Bank Guarantee/s (or) through other means of law. The decision of ECIL shall be final and binding.
- 19.2 ECIL reserves the right to invoke risk purchase clause, without further notice
- i) When successful Bidder failed to provide Performance Bank Guarantee as per terms of contract.
- ii) In the event of assigning the contract part/full to any third party without the prior written consent of ECIL.
- 19.3 In case of failure of the bidder to comply with objections, ECIL reserves the right to cancel the contract and to invoke Risk Purchase Clause apart from other legal recourse, without further notice.
- 20. AWARD OF SCOPE:** ECIL reserves the right to enter into similar contract simultaneously with any other contractor as required by ECIL from time to time and successful Bidder shall not have any grievance.
21. Bidder should attach copy of Service Tax Registration Certificate.
- 21.1 Bidder should attach copy of TAN/PAN card and Income tax Clearance certificate/Returns of IT for the year 2011-12 and 2012-13.
- 22. AFFIDAVIT FOR NON-PROSECUTION:** Bidder should furnish a notarized Affidavit on non-judicial stamp paper of value Rs. 10/-, as per the Format at Annexure - E.
- 23. TERMINATION OF CONTRACT:** ECIL reserves the right to terminate the Contract by giving three months notice without assigning any reason whatsoever. However, the contractors shall be bound to fulfill the contractual obligations even after such termination to the extent applicable during the period of notice.

- 24.** ECIL shall have absolutely no responsibility to pay any compensation for any accident occurred to any person/vehicle/representative/servants of any contractor during his / her to and fro journey and or while attending the services of ECIL.
- 25. DISPUTE RESOLUTION:** Every effort shall be made to settle all the disputes or differences arising during the execution through mutual discussions.
- 25.1 Unresolved disputes, if any, arising out of or in connection with the proposed contract shall be referred to Arbitration. The provisions of Arbitration & Conciliation Act, 1996 shall apply. The Sole Arbitrator will be appointed by the Director (Personnel) of ECIL. The sole Arbitrator may be appointed from any of the officials of ECIL. The decision of the Arbitrator shall be final and binding on both the parties. The Arbitrator's Award shall not be questioned in any court of law.
- 25.2 The venue for Arbitration proceedings shall be Hyderabad.
- 25.3 The courts for ECIL, Hyderabad, Jurisdiction shall only have exclusive jurisdiction.
- 26. COMPLIANCE STATEMENT:** Compliance Statement confirming compliance to all the above Clauses of Techno-commercial bids as per ANNEXURE - G should be submitted.
- 27.** The contract will be awarded to one or more parties. The lowest rate quoted for each category will be taken as L1 rate and the same will be offered to other parties for finalization of contract.
28. For effective implementation of Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 notified under MSME Act, 2006, We need details of your Organization whether MSME Sector (including MSEs owned by SC/ST Entrepreneurs). Please provide the same along with techno-commercial bid.
29. As per India Foundation of Transport Research and Training Letter No.IFTRT/CARRIER-ACT-GD-PSUs/04E/13-14 dated 30.12.2013 the carriage by Road Rules, 2011 under carriage by Road Act, 2007 were notified on 28.2.2011 by which the common carriers, transport agents, packers and movers, logistic firms and courier companies were mandated to have compulsory registration with state Transport Department of the State in which these common carriers were having their main office along with the complete list of their booking and delivery offices in other parts of the country to be submitted.

(N.NAGESWARA RAO)  
DY. GENERAL MANAGER (CP)

**PRICE BID**

(Please submit in separate sealed cover)

TENDER NOTICE NO.ECIL:CP:HEV:PT-119/14-15

DATE:16.04.2014

DUE DATE:07.05.2014

**RATES FOR SUPPLY OF EXPLOSIVE TRUCKS AND VANS MODELS OF  
2007 ONWARDS ON RATE CONTRACT BASIS FROM ECIL AND  
FOLLOWING STATIONS AND VICE VERSA RATES SHOULD BE PER KM  
BASIS.**

**1. FOR INTERNAL MOVEMENT OF EXPLOSIVE MATERIAL WITHIN ECIL:**

We require 3 Ton or Less capacity Explosive Van with Driver & cleaner on Full Time basis for Internal movement of Explosives within ECIL (20 km per day) for the period of 12 Months (vehicle will be retained within ECIL). Driver should be available from 08.00 Hrs. to 16.00 Hrs or up to 20.00 Hrs if required on all working days (Sunday is Holiday). (This vehicle may be required from August, 2014 onwards. However, the time period will be specified at the time of awarding contract).

**Please quote for the following:**

- Per KM Rate Rs.....
- Monthly Hire charges Rs.....
- Service Tax:-

Service Tax should not be levied as the same is directly payable by ECIL to the service tax department under Reverse charge Mechanism under “GTA” category as per the existing service tax rules.

**2. FOR EXTERNAL TRANSPORTATION OF EXPLOSIVE MATERIAL (along with escort from ECIL):**

- A. We require 3 Ton or Less capacity Explosive Van with Driver & cleaner (Preferred lowest capacity van) for transportation of Sample Fuzes to  
(1) Proof & Experimental Establishment (PXE), Balasore, Orissa  
(2) CQA (A), PUNE.
- B. We require 10 Ton capacity Explosive Van (ONE or MORE at a time) for transportation of Fuzes to Central Ammunition Depot (CAD), Pulgaon, MH. – approx. 25 times during contract period. (Supplier shall be able to position the vehicle within 24 hours from the request made by ECIL)
- C. We require 15 Ton capacity Explosive Van (ONE or MORE at a time) for collection of Ammunition from Pulgaon; MH/PATHANKOT, PUNJAB/ PANAGARH, WB. – approx. 20 times during contract period. (Supplier shall be able to position the vehicle within 24 hours from the request made by ECIL)

**Please quote transportation only (excluding labour, loading and unloading charges) for the following:**

	<u>1 Ton</u>	<u>3 Ton</u>	<u>10 Ton</u>	<u>15 Ton</u>
	Rs.	Rs.	Rs.	Rs.
• Anywhere to Anywhere Per KM Rate .....	.....	.....	.....	.....
• Detention charges per Day will be applicable after 24 Hours of ECIL's reporting time. ....	.....	.....	.....	.....
• Driver Batta per Day .....	.....	.....	.....	.....
• Distance from ECIL .. .. km				
• State Entry Permissions/Taxes .. At Actuals on production of Receipts				
• Statutory levies/Toll Gate charges .. Subject to production of (documentary evidence) Receipts				

Vendors are also requested to quote fixed price from point to point for the following routes and tonnage (return charges will not be applicable) holding the price for two years and for one more year thereafter. The fixed price includes the elements like, State Entry Permit/Taxes, Statutory levies, Toll Gate Charges, Driver Batta etc. Loading and unloading charges for ECIL account only. Please mention short route distance between the places in your quote.

	<u>Distance</u>	<u>1 Ton</u>	<u>3 Ton</u>	<u>10 Ton</u>	<u>15 Ton</u>
	km	Rs.	Rs.	Rs.	Rs.
• NAD-Karanja, Mumbai, Maharashtra to Hyderabad	.....	.....	.....	.....	.....
• Hyderabad to CAD-Pulgaon, Maharashtra	.....	.....	.....	.....	.....
• Hyderabad to PXE, Balasore, Orissa	.....	.....	.....	.....	.....

**Along with your Quotation please forward the following:**

- Copy of valid Explosive Fit License for the vehicle
- Copy of valid Insurance (3<sup>rd</sup> Party) Policy for the Vehicle.
- Driver Licence certified by Explosive Department shall be carried by Driver while on duty
- Road Permit, RC of Vehicle, Pollution Check and other related papers shall be available with vehicle while on duty.

**Note : You can quote for Sl.No.1 or 2 (1 Ton or 3 Ton or 10 Ton or 15 Ton or in any combination) or both**

**TECHNO-COMMERCIAL BID**

(Please submit in separate sealed cover)

TENDER NOTICE NO.ECIL:CP:HEV:PT-119/14-15

DATE:16.04.2014

DUE DATE:07.05.2014

1	Name of the Organization & Address	
2	Date of Establishment	
3	Registration details with Number & date (Please attach proof from appropriate authority)	
4	Office Address	
	How old is the office as on tender closing date	
	Telephone No. (land line)	
	Fax No.	
	Email id	
	Documentary proof attached	
5	Number of branches available with Godown facility along with phone, Mobile Nos., E-Mail Address, website & On-line tracking System if any.	
6	Fleet ownership for Explosive Vans/Trucks :  a. Hyderabad : b. All over India :	
7	Provide each type of : vehicle mileage consumption	<u>1Ton</u> <u>3Ton</u> <u>10 Ton</u> <u>15 Ton</u>
	<b>(certified copies of the following should be enclosed)</b>	
8	Financial Capacity (Please furnish audited documents)	Hyderabad, Rest of India
	Turnover 2011-12	
	Profit/Loss 2011-12	
	Turnover 2012-13	
	Profit/Loss 2012-13	
9	Service tax registration Certificate (Attach document)	
10	Income Tax Clearance Certificate OR COPY OF IT RETURN WITH TAN / PAN (Attach document)	
11	Registration in state Transport Department as Transport Contractor	

12	Your Banker's Name, Branch and Account No. And type of Account	
13	Affidavit for non conviction submitted as ANNEXURE – E	Yes / No
14	Compliance Statement submitted as Per ANNEXURE – G	Yes / No
15	EMD Amount submitted Rs. DD No. Date Name of the Bank Branch	
16	Charges towards tender document Rs.1,000/- DD No. Date Name of the Bank Branch	

NOTE TO THE TENDERERS: All the above information i.e. Sl. No. 01 to 16 relevant documents should be provided alongwith Technical Bid, otherwise your bid will be summarily rejected.

place:  
Date:

Signature:  
Name & Office Seal:

**FORMAT FOR BANK GUARANTEE TOWARDS EMD**

WHEREAS M/s \_\_\_\_\_ (Name and address of the Bidder) intend to submit a Bid, hereinafter called the 'Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called the 'Company', against the tender notice issued by the Company vide reference no. \_\_\_\_\_ dtd \_\_\_\_\_ due for submission on \_\_\_\_\_ for SUPPLY OF EXPLOSIVE TRUCKS AND VANS ON HIRE BASIS.

Now, by this Guarantee, we, the undersigned on behalf of \_\_\_\_\_ (name of the Bank, name of the Branch and address), hereinafter called as the 'Guarantor' whose registered office is at \_\_\_\_\_ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to the Company, of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Earnest Money Deposit to indemnify the Company in case of default by the Bidder. The conditions of the above obligations are such that if M/s \_\_\_\_\_ (name of the Bidder) shall not keep their Bid being submitted to the Company as set forth in the enquiry valid and unaltered until \_\_\_\_\_ days from the date of the bid i.e. up to \_\_\_\_\_ and/or refused to sign a formal agreement/contract in accordance with the terms of the tender or after having signed the agreement/contract does not perform the purchase order/contract when awarded, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, \_\_\_\_\_ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon written request, without any demur or protest and without reference to M/s \_\_\_\_\_ (name of the Bidder) within 7 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- a) withdraws the Bid during the validity period or any extension sought/granted thereof, or,
- b) if the Bidder varies or modifies the Bid in a manner not conforming to tender conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- c) If the Bidder whose offer has been accepted fails to furnish Security Deposit within ten days of award of purchase order/contract or by the date mutually agreed to, whichever is later.

We, \_\_\_\_\_ (name of the Bank), agree that our liability to pay is not dependant on conditions on the Company proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by the Company merely on claim being raised by the Company and even before any legal proceedings are taken against the Bidder.

We, \_\_\_\_\_ (name of the Bank) undertake not to revoke or modify this Guarantee during its currency except with the previous written consent of the Company. The Guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or any change in the constitution or composition of the Bidder.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Security Deposit by the Bidder in the manner specified by the Company and in any case until \_\_\_\_\_ (\_\_\_\_ days from the bid date) with additional claim period of 15 days, i.e. the Company is entitled to lodge the claim under this Guarantee up to \_\_\_\_\_ (15 additional days).

We, \_\_\_\_\_ (name of the Bank) have power to issue this Guarantee under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

After the above-mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of the person duly  
Authorized to sign on behalf of  
the Bank, with Seal of the Bank

- Bidder should submit this BG on non-judicial stamp paper of Rs.100/- from a Nationalized or Scheduled Bank only.



**PROFORMA FOR PERFORMANCE BANK GUARANTEE -  
CUM - SECURITY DEPOSIT**

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank with address), (herein after called the “Guarantor”, which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part, **And**

Electronics Corporation of India Limited, (a Government of India Enterprise), a Company incorporated under the Companies Act, 1956, having its Registered Office at Hyderabad – 500 062, India (herein after called the “Company”), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the Other Part.

Whereas M/s \_\_\_\_\_ / company name and address) (herein after referred to as the “Contractor” was awarded a Purchase Order/contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the “Purchase Order/contract”) by the Company for SUPPLY OF EXPLOSIVE TRUCKS AND VANS ON HIRE BASIS to ECIL.

And whereas the Purchase Order, /contract inter-alia, provides that the Supplier shall furnish Bank Guarantee to the Company a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards due and faithful performance of the Purchase Order/contract in the form and manner specified therein covering the obligations of the Contractor.

And whereas the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance or execution of the Purchase Order/contract by the Contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) when claim is made by the Company on them for any loss, damage, costs, charges and expenses caused to or suffered by the Company by reason of the making any default in the performance, observance or execution of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order/Contract.

2. The decision of the Company whether any default has occurred or has been committed by the contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order/contract and/or as to the extent of loss or damage costs, charges and expenses caused to or suffered by the Company by reason of the making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.
3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order/contract or extend time of performance by the Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order /contract and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect not withstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.
4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order/contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Purchase Order/contract have been fully and properly carried out by the Contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after 12 (months) from the date of completion of the Purchase Order/contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

Contd..3

6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtained from the shall, at the time when the proceedings are taken against the Guarantor hereunder be overdue or unrealized.
7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney dated \_\_\_\_\_, granted to him/her by the proper authority of the Guarantor.
8. This Guarantee is valid till \_\_\_\_\_and the Company is entitled to lodge its claim on the Guarantor on or before \_\_\_\_\_ (additional 15 days). The Guarantor hereby undertakes to honor the said invocation without demur.

Witness:

Signed for and on behalf of the  
Bank (Guarantor)

- 1.
- 2.

**AFFIDAVIT**  
**TOWARDS DECLARATION OF NON-PROSECUTION AND NO PENDING**  
**LITIGATION**

To  
DGM (Corporate Purchase)  
Electronics Corporation of India Limited  
Hyderabad – 500 062

Sub: Your TENDER NOTICE NO.ECIL:CP:HEV:PT -119/14-15  
DT:16.04.2014

*“We, M/s \_\_\_\_\_ (name and address),solemnly declare and affirm that we are not debarred, blacklisted nor prosecuted by Central Government, State Governments or any other PSUs, Private Sector Units for breach of any contract.*

*There are no pending litigations against us either from Government of India, State Governments within the Union of India or any other Private Sector Units.*

*We have no arrears of taxes or any other statutory dues to any Government Body”.*

*for M/s x x x x x x x x x x*

*(Authorized Signatory)*  
*Date:*

TENDER NOTICE NO.ECIL:CP:HEV:PT-119/14-15

DATE:16.04 .2014  
DUE DATE:07.05 2014

**DECLARATION FORM**

(To be enclosed with Techno-commercial Bid)

Name of the Tenderer

Address of the Tenderer :

(To be filled in by the tenderer)

I / we hereby offer to bind to terms and conditions of the contract. I/ we do hereby agree that I / we shall keep my / our offer for a period of Ninety Days from the due date of the tender or from the date of discussions whichever is later or for the extended period as desired by ECIL in addition to the period of Ninety days mentioned above in the event of my / our offer being accepted. I/we shall abide by and give my / our acceptance to the terms and conditions which are mentioned in this service contract governing and shall execute an agreement in the prescribed form in the event of my / our offer being accepted by ECIL. I/we also hereby undertake to sign and execute a “Non-disclosure Agreement (NDA)” before awarding the contract.

Yours faithfully,

Signature of the tenderer with full address  
(To be signed by an authorized signatory  
With full address of the tenderer)

**Compliance Statement**

(To be enclosed with Techno-commercial Bid)

Sl.No	Compliance Criteria	Complied	
		Yes	No
1			
2	Tender document signed and affixed bidder's seal on all pages.		
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Signature of Bidder, Date and Seal

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**EVALUATION CRITERIA**

## 1. Other requirements

01.	Valid Registration and trade (for supply of Explosive trucks and vans) Licence from the Department of appropriate Government Authorities	Yes / No
02.	Number of own fleet .. minimum 2 Explosive Trucks	
03.	Turnover / Rs. in Lakhs Total Annual Turnover for each of latest two financial years (2011-12 and 2012-13)	
04.	Whether Valid Service Tax Registration Certificate copy attached	Yes / No
05.	Whether Income Tax Clearance Certificate Or Copies of I.T returns for FY 2012-13 and PAN attached	Yes / No
06.	Whether the bidder is a Registered Company / Firm in India Copy of relevant proof issued by statutory authority in respect of above attached	Yes / No Yes / No
07.	Document proof for Office premises attached	Yes / No
08.	Past supply performance to Customers during each Financial Year i.e. 2011-12 & 2012-13 Number of orders of PSUs/Govt. Number of orders of Private Sectors	